

[Consumer Price Index for the City of New York Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from February 2001 to February 2002, exceeds 6% then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6% shall be granted effective for the first full workweek commencing after April 21, 2002. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima.

(g) Minimum wage rates shall be those set forth in the tables on pages 94, 95, 96 hereof, plus applicable cost of living increases, if any.

2. (a) The standard workweek shall consist of five (5) days of eight (8) hours each, but the two (2) days off in such standard workweek need not be consecutive, except as provided in Article III, Section 3.

Overtime at the rate of time and one-half the regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater. A paid holiday shall be

considered as a day worked for the purpose of computing overtime pay.

Every employee shall be entitled to two (2) days off in each workweek and any work performed on such days shall be considered overtime and paid for at the rate of time and one-half.

The straight-time hourly rate shall be computed by dividing the weekly wage by the number of hours in the standard workweek.

(b) Luncheon recess shall not be less than forty-five (45) minutes nor more than one (1) hour, and no employee shall be required to take time off in any workday in excess of one (1) hour for luncheon recess without having such time charged against the Employer as working time.

(c) No regular full-time employee shall have his regular work hours, as set forth above, reduced below the standard workweek in order to effect a corresponding reduction in pay.

(d) Hours of work for all full-time employees shall be consecutive each day, except for the luncheon period.

(e) Any employee called in to work by the Employer for any time not consecutive with his regular schedule shall be paid for at least four (4) hours of overtime.

(f) Any employee who spends one full week or more performing work in a higher paying category shall receive the higher rate of pay for such service.

(g) Employees required to work overtime shall be paid at least one (1) hour at the overtime rate, except for employees working overtime due to absenteeism or lateness.

(h) Any employee who has worked eight (8) hours in a day and is required to work at least four (4) hours of overtime in that day, shall be given a \$15.00 meal allowance.

(i) No overtime shall be given for disciplinary purposes. An Employer shall not require an employee to work an excessive amount of overtime.

(j) The Employer agrees to use its best efforts to provide a minimum of sixteen (16) hours off between shifts for its employees.

B. WORKING SUPERINTENDENTS

1. (a) Effective April 21, 2000, Superintendents covered by this agreement shall receive a \$24.00 weekly wage increase.

(b) Effective April 21, 2001, Superintendents covered by this agreement shall receive a \$23.00 weekly wage increase.

(c) Effective April 21, 2002, Superintendents covered by this agreement shall receive a \$24.00 weekly wage increase.

(d) Superintendents shall be covered under the same provision regarding cost of living increases set forth in Section A, paragraphs 1 (e) and (f) of this Article applicable to other employees.

(e) Certain special Superintendents agreements covering unusual cases, including part-time and workout Superintendents, shall be negotiated individually as heretofore.

2. (a) The standard workweek shall consist of five days (40 hours) but the two (2) days off in such workweek need not be consecutive. The Employer may reschedule the Superintendent's days off, either consecutively or non-consecutively; provided, however, that the Employer must give him at least one (1) week's notice of any change in scheduled days off.

(b) In all other respects the building's present practices as to the Superintendent's duties shall continue and, as heretofore, he shall take care of emergencies. If he is required by the Employer to perform other than emergency work on his days off, he shall receive equivalent time off during the same workweek or a day's pay at the time and one-half rate, as the case may be, by agreement between the

Employer and Superintendent. Nothing herein shall be construed to affect any rights a Superintendent may have under the Fair Labor Standards Act.

(c) The Superintendent shall not be required to do work in conflict with law.

(d) When an obvious inequity exists by reason of a Superintendent's regular application of highly specialized abilities in his work, or where his work imposes special or substantial additional responsibilities, the Union may question the amount of his wage once during the term of this Agreement through grievance and arbitration.

ARTICLE XVI

Provisions Applicable to Superintendents Only

A. JOB SECURITY AND SEVERANCE PAY FOR WORKING SUPERINTENDENTS

1. If the building is demolished or there is a bona fide transfer of title or leasehold resulting in a substantial change in the beneficial interest in the building, the Employer will pay the Superintendent on or about the date of demolition or transfer of title the severance pay provided for below, plus accrued vacation credits, unless the Employer offers him an equivalent position in the same or in another building without loss of seniority. If the Employer does not offer him such an equiva-

lent position and he receives severance pay, and if the new Employer continues him on the job and becomes party to this agreement, his seniority for severance pay purposes shall be computed from the date of transfer of title or change in beneficial interest.

2. If the Employer discharges the Superintendent for reasons other than those set forth in Section 5 below, he shall give him thirty (30) days' written notice by registered mail or personal service to vacate the apartment he occupies in the building. If the Superintendent does not contest his discharge, he shall receive an additional thirty (30) days to vacate his apartment. If he is required to do any work during this notice period, he shall be paid at his regular rate of pay.

If the Superintendent voluntarily vacates said apartment within thirty (30) days after notice, (sixty (60) days if discharge is not contested) he shall receive severance pay or moving expenses on the following basis according to his length of service:

Less than 6 months.....	\$750 moving expenses
6 months but less than 2 years.....	4 weeks' pay
2 years but less than 3 years	5 weeks' pay
3 years but less than 4 years	6 weeks' pay
4 years but less than 5 years	7 weeks' pay
5 years but less than 6 years	8 weeks' pay

6 years but less than 7 years9 weeks' pay
7 years but less than 8 years10 weeks' pay
8 years or more.11 weeks' pay

unless he deliberately provoked his dismissal, or his conduct constituted a willful or substantial violation of the obligations of his employment, but this limitation shall not apply to moving expenses.

3. The Union may question the propriety of the termination of the Superintendent's services and demand his reinstatement to his job, or severance pay, if any, as the case may be, by filing a grievance within fifteen (15) calendar days following receipt by the Superintendent of the notice to vacate, on the charge that the Employer acted arbitrarily; provided, however, that the time to file a claim for severance pay shall not be limited in a case where the Employer fails to honor an agreement with the Superintendent or the Union to pay severance pay. If the matter is not adjusted through the grievance procedure, it shall be submitted for final determination to the Arbitrator who may sustain the termination with such severance pay, if any, as the case may be, or order reinstatement. The Arbitrator shall give due consideration to the Superintendent's fiduciary and management responsibilities and to the

need for cooperation between the Superintendent and the Employer.

4. The Employer's notice to the Superintendent to vacate his apartment shall be considered held in abeyance and the effective date thereof considered postponed, if necessary, until the matter is adjusted or determined through grievance or arbitration; but the Union must exercise its right to question the Employer's action within the prescribed time and the matter must be processed with reasonable promptness.

No employer shall commence an eviction proceeding, or seek to collect use and occupancy prior to an arbitrator's award provided that the superintendent agrees in writing not to contest an eviction proceeding in the event that the arbitrator has upheld the discharge. There shall be no interruption of utilities or other essential services to the superintendent's apartment prior to the date an arbitrator's award ordering such superintendent to vacate his/her apartment.

5. The Employer, by written notice served personally or by registered mail, may require the Superintendent to vacate his living premises immediately in exceptional cases where his continued presence might jeopardize the tenants, employees, or the building and

where the proper operation of the building requires the immediate employment of a replacement. The Union may question the termination of the Superintendent's services by filing a grievance within seven (7) calendar days following the receipt by the Superintendent of the notice to vacate.

6. The provision for arbitration of discharge shall not apply for the first six (6) months of a Superintendent's employment. For grievances arising during the first two (2) months of employment, the presentation period referred to in Article V, Section 7 shall be 240 days.

7. Any Superintendent resigning or terminated because of physical or mental inability to perform his duties shall receive severance pay in addition to accrued vacation credits based upon the schedule provided in this Article.

Such a Superintendent may resign and receive severance pay if he submits satisfactory evidence of such inability at the time of termination, unless, because of circumstances connected with his condition, he is unable to comply with this requirement.

In the event of a dispute concerning the sufficiency of the evidence, the matter shall be resolved in accordance with Article XVII, paragraph 20.

B. COVERAGE OF AGREEMENT

1. All Superintendents for whom the Union is the collective bargaining agent are covered under this agreement unless they are covered by the Resident Managers Agreement.

2. Buildings with six (6) or more building service employees including the Superintendent, will be covered by the 2000 Resident Manager's Agreement for the Superintendent provided that such buildings fall within one of the following categories:

(a) The Superintendent is covered by the 1997 Resident Managers Agreement.

(b) The building is on a list which was submitted to the Union by the RAB during the course of negotiations and is specifically mentioned in the Stipulation of Agreement signed by the Union and the RAB.

(c) A newly constructed building which opens for occupancy on or after April 21, 2000 and has six (6) or more building service employees including the Superintendent or subsequently increases the work force to six (6) or more service employees including Superintendents.

(d) Buildings which had fewer than six (6) building service employees including the Superintendent, prior to April 21, 2000 and

subsequently increased the work force to six (6) or more employees including the Superintendent.

3. Buildings included in Section 2 hereof shall cease to be covered by the Resident Managers Agreement and the Superintendents in such buildings shall thereafter be covered by this Agreement if during the life of this agreement the work force in such buildings drops below six (6) including the Superintendent.

4. The provisions of Section 2 hereof to the contrary notwithstanding, any building with fewer than six (6) building service employees, including the Superintendent, which was covered by the 1997 Resident Managers Agreement shall be covered by the 2000 Resident Managers Agreement for the Superintendent until one of the following occurs:

- (a) Legal title of the building is transferred
- (b) There is a change in Employer
- (c) There is change in Superintendent
- (d) There is a reduction in force
- (e) There is a violation of Article I of this agreement or Article II of the Resident Managers Agreement (Subcontracting).

Immediately upon the occurrence of any of the above events, the building shall be covered by the Working Superintendents provision of

the 2000 Apartment Building Agreement for the Superintendent.

If as a result of one of the above events there is a new Employer, such Employer shall not have access to the 2000 Resident Managers Agreement for the Superintendent.

5. Buildings which do not fall within any category set forth in Section 2 hereof, will be covered by the 2000 RAB Working Superintendents section of this agreement regardless of the size of the work force.

6. (a) Resident Managers will not perform the duties of apartment building employees on strike after the expiration of the 2000 Apartment Building Agreement except for:

(1) Emergencies involving health and safety of the building.

(2) Work which the Resident Manager normally performs during non-strike periods.

(b) Violation of Section 6(a) hereof will cancel the existing Resident Managers Agreement for the building in which the violation occurs and the Resident Manager will be covered by the successor RAB Working Superintendent section of the Apartment Building Agreement for the term of such successor agreement.

7. The Union will not interfere with Resident Managers in the performance of their

ARTICLE XVII General Clauses

1. *Differentials.*

Existing wage differentials among classes of workers within a building shall be maintained. It is recognized that wage differentials other than those required herein may exist or arise because of wages above the minima required by this agreement. No change in such differentials shall be considered a violation of this agreement unless it appears that it results from an attempt to break down the wage structure for the building.

Where an obvious inequity exists by reason of an employee's regular application of specialized abilities in his work, the amount or correctness of the differential or wage may be determined by grievance and/or arbitration.

Notwithstanding the above, it is understood that licensed engineers covered under this Agreement shall receive the same wages and benefits as paid to engineers under the Realty Advisory Board (RAB) Agreement covering licensed engineers in New York City except that Pension, Health, Legal and Training Fund

2. *Pyramiding.*

There shall be no pyramiding of overtime pay, sick pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis giving the greatest amount.

3. *Holidays* – The following are the recognized contract holidays:

Holidays	2000	2001	2002	2003
New Year's Day		Monday January 1	Tuesday January 1	Wednesday January 1
Lincoln's Birthday		Monday February 12	Tuesday February 12	Wednesday February 12
Washington's Birthday		Monday February 19	Monday February 18	Monday February 17
Memorial Day	Monday May 29	Monday May 28	Monday May 27	
Independence Day	Tuesday July 4	Wednesday July 4	Thursday July 4	
Labor Day	Monday September 4	Monday September 3	Monday September 2	
Columbus Day	Monday October 9	Monday October 8	Monday October 14	
Election Day	Tuesday November 7	Tuesday November 6	Tuesday November 5	
Thanksgiving Day	Thursday November 23	Thursday November 22	Thursday November 28	
Christmas Day	Monday December 25	Tuesday December 25	Wednesday December 25	

Elective Holiday: Select one of the following or a personal day at the option of the employee.

	2000	2001	2002	2003
Martin Luther King		Monday January 15	Monday January 21	Monday January 20
Good Friday	Friday April 21	Friday April 13	Friday March 29	Friday April 18
Yom Kippur	Monday October 9	Thursday September 27	Monday September 16	

In the event the employee selects a personal day in accordance with the above schedule it shall be granted according to the following provision:

Employees entitled to a personal day may select such day off on five (5) days notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of the normal work staff. Such selection shall be made in accordance with seniority.

The Employer shall post a holiday schedule on the bulletin board and it shall remain posted throughout the year.

Employees shall receive their regular straight time hourly rates for the normal eight (8) hour working day not worked, and if required to work on a holiday, shall receive in addition to the pay above mentioned, premium pay at the rate of time and one-half their regular straight-time hourly rate of pay for each hour worked with a minimum of four (4) hours premium

pay. Any employee who is required to work on a holiday beyond eight (8) hours shall continue to receive the compensation above provided for holiday work, namely pay at his regular straight-time rate plus premium pay at time and one-half his regular straight-time rate.

Any regular full-time employee ill in any payroll week in which a holiday falls is entitled to holiday pay or corresponding time off (meaning one day) if he worked at least one (1) day during the said payroll week.

Any regular full-time employee whose regular day(s) off falls on a holiday, shall receive an additional day's pay therefore or at the option of the Employer, an extra workday off within ten (10) days immediately preceding or succeeding the holiday. If the employee receives the extra day off before the holiday and his employment is terminated for any reason whatever, he shall not be required to compensate the Employer for that day.

4. PERSONAL DAY—All employees shall receive a personal day in each contract year. This personal day is in addition to the holidays listed in paragraph 3 above. The personal day shall be scheduled in accordance with the following provision:

Employees may select such day off on five (5) days notice to the Employer provided such selection does not result in a reduction of

employees in the building below 75% of the normal work staff. Such selection shall be made in accordance with seniority.

5. Voting Time.

Election Day is a recognized holiday and any employee who is required to work and who gives legal notice shall be allowed two (2) hours off, such hours to be designated by the Employer, while the polls are open. Said two (2) hours shall be included in the eight (8) hour day for which such employee receives his regular straight-time idle pay, but shall not be considered as hours actually worked for the purpose of premium pay.

6. Schedules.

Overtime, Sunday and holiday work shall be evenly distributed so far as is compatible with the efficient operation of the building, except where Sunday is a regular part of the work-week.

7. Relief Employees.

Relief or part-time employees shall be paid the same hourly rate as full-time employees in the same occupational classification.

8. Method of Payment of Wages.

All wages, including overtime, shall be paid weekly in cash or by check, with an itemized statement of payroll deductions.

If a regular pay day falls on a holiday, employees shall be paid on the day before.

Employees paid by check who work during regular banking hours shall be given reasonable time to cash their checks exclusive of their break and lunch period. The Employer shall make suitable arrangements at a convenient bank for such check cashing.

In the event an Employer's check to an employee for wages is returned due to insufficient funds on a bona fide basis twice within a year's period, the Employer shall be required to pay all employees by cash or certified check.

The Employer may require, at no cost to the employee, that an employee's check be electronically deposited at the employee's designated bank. The Union shall be notified by the Employer of this arrangement.

9. Leave of Absence and Pregnancy Leave.

(a) Once during the term of this Agreement, upon written application to the Employer and the Union, a regular full-time employee (excluding a working Superintendent) employed in the building for five (5) years or more shall be granted a leave of absence for illness or injury not to exceed six (6) months.

Regular full-time employees (excluding a working Superintendent) employed for two (2) years but less than five (5) years shall be

granted a leave of absence for illness or injury not to exceed sixty (60) days.

In buildings where there are more than four (4) employees, an employee shall be entitled to a two (2) week leave of absence without pay for paternity/ maternity leave. The leave must be taken immediately following the birth or adoption of the child.

(b) In cases of pregnancy, it shall be treated as any other disability suffered by an employee in accordance with applicable law.

The leaves of absence outlined above are subject to an extension not exceeding six (6) months in the case of bona fide inability to work whether or not covered by the New York State Workers' Compensation Law or New York State Disability Benefits Law. When such employee is physically and mentally able to resume work, that employee shall on one (1) week's prior written notice to the Employer be then reemployed with no seniority loss.

In cases involving on-the-job injuries, employees who are on medical leave for more than one (1) year may be entitled to return to their jobs if there is good cause shown.

Once every five (5) years, upon six (6) weeks' written application to the Employer, a regular full-time employee (excluding a work-

ing Superintendent) employed in the building for five (5) years or more shall be granted a leave of absence for personal reasons not to exceed four (4) months. Upon returning to work, the employee shall be reemployed with no loss of seniority.

Any employee requesting a personal leave of absence shall be covered for health benefits during the period of the leave provided the employee requests welfare coverage while on leave of absence and pays the Employer in advance for the cost of same.

Any employee on leave due to workers' compensation or disability shall continue to be covered for health benefits without the necessity of payment to the Employer in accordance with Article X, Paragraph A, Sub-paragraph 1.

Any time limitation with regard to the six (6) weeks written application shall be waived in cases where an emergency leave of absence is required.

Any Employer who is required by law to comply with the provisions of the Family and Medical Leave Act (FMLA), shall comply with the requirements of said act.

The RAB will encourage Employers to cooperate in granting leaves of absence for Union business.

10. Vacations and Vacation Replacements.

a. Every employee employed with substantial continuity in any building or by the same Employer shall receive each year a vacation with pay, as follows:

Employees who have worked

6 Months	3 working days
1 Year	2 weeks
5 Years	3 weeks
15 Years	4 weeks
21 Years	21 working days
22 Years	22 working days
23 Years	23 working days
24 Years	24 working days
25 Years	5 weeks

Length of employment for vacation shall be based upon the amount of vacation an employee would be entitled to on September 15th of the year in which the vacation is given, subject to grievance and arbitration where the result is unreasonable.

Part-time employees regularly employed shall receive proportionate vacation allowance based on the average number of hours per week they are employed.

Firemen who have worked substantially one (1) firing season in the same building or for the same Employer, when laid off, shall be paid at least three (3) days' wages in lieu of vacation.

Firemen who have been employed more than one (1) full firing season in the same building or by the same Employer shall be considered full-time employees in computing vacations.

Regular days off and contract holidays falling during the vacation period shall not be counted. If a contract holiday falls during the employee's vacation period, he shall receive an additional day's pay therefore, or, at the Employer's option, an extra day off within ten (10) days immediately preceding or succeeding his vacation.

Vacation wages shall be paid prior to the vacation period unless otherwise requested by the employee, who is entitled to actual vacation and who cannot instead be required to accept money.

Any Employer who fails to pay vacation pay in accordance with this provision where the vacation has been regularly scheduled shall pay an additional two (2) days pay for each vacation week due at that time.

When compatible with the proper operation of the building, choice of vacation periods shall be according to building seniority and confined to the period beginning May 1st and ending September 15th of each year. These dates may be changed and the third vacation week may be taken at a separate time by mutual agreement of the Employer and the employee.

The fourth and fifth week of vacation may, at the Employer's option, be scheduled, upon two (2) weeks' notice to the employee, for a week or two weeks other than the period when he takes the rest of his vacation.

Any employee leaving his job for any reason, shall be entitled to a vacation accrual allowance computed on his length of service as provided in the vacation schedule based on the elapsed period from the previous September 16th (or from the date of his employment if later employed) to the date of his leaving. Any employee who has received a vacation during the previous vacation period (May 1st through September 15th) and who leaves his job during the next vacation period under circumstances which entitled him to vacation accrual rights, shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th. Any employee who has received no vacation and has worked at least six (6) months before leaving his job shall be entitled to vacation allowance equal to the vacation allowance provided above.

No employee leaving his position of his own accord shall be entitled to accrued vacation unless he gives five (5) working days' termination notice.

Any Employer assuming this Agreement shall be responsible for payment of vacation pay and granting of vacations required under this Agreement which may have accrued prior to the Employer taking over the building less any amounts paid or given for that vacation year. In the event that the Employer terminates its Employer-employee relationship under this agreement and the successor Employer does not have an agreement with the Union providing for at least the same vacation benefits, the Employer shall be responsible for all accrued vacation benefits.

b. A person hired solely for the purpose of relieving employees for vacation shall be paid 60% of the minimum applicable regular hourly wage rate. Should a vacation relief employee continue to be employed beyond five months, such employee shall be paid the wage rate of a new hire or experienced person as the case may be. If a vacation replacement is hired for a permanent position immediately after working as a vacation replacement, such employee shall be credited with time worked as a vacation replacement toward completion of the 30-month period required to achieve the full rate of pay under the "New Hires" provision.

In the event that the arbitrator finds that an Employer is using this rate as a subterfuge, such arbitrator may, among other remedies,

award full pay from the date of employment at the applicable hiring rate.

No contribution to any Benefit Funds shall be made for a vacation relief person.

11. *Day of Rest.*

Each employee shall receive at least one (1) full day of rest in every seven (7) days.

12. *Uniforms and Other Apparel.*

Uniforms and work clothes where they have been required by the Employer or where necessary for the job shall be supplied and maintained by the Employer. All uniforms shall be appropriate for the season.

It is understood that where the Employer does not require uniforms, the employees shall be free to wear suitable clothing of their choice.

Employees doing outside work shall be furnished adequate wearing apparel for the purpose.

In buildings of 500,000 square feet or more, the Employer shall be required to furnish uniforms and work clothes.

13. *First Aid Kit.*

An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

14. *Fire and Flood Call.*

Employees on fire and/or flood call shall be reimbursed for all loss of personal effects incurred in the line of duty.

15. *Eye Glasses and Union Insignia.*

Employees may wear eye glasses and the Union insignia while on duty.

16. *Bulletin Board.*

A bulletin board shall be furnished by the Employer exclusively for Union announcements and notices of meetings.

17. *Sanitary Arrangements.*

Adequate sanitary arrangements shall be maintained in every building, and individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities, shall be furnished by the Employer for all employees. The rest room and locker room shall be for the sole use of employees servicing and maintaining the building.

18. *Replacements, Promotions, Vacancies, Trial Period, Seniority and Newly Hired Employees*

a. In filling vacancies or newly created positions in the bargaining unit, preference shall be given to those employees already employed in the building, based upon the employee's seniority, but training, ability, efficiency, appearance and personality for a particular job, shall also be considered.

If a present employee cannot fill the job vacancy, the Employer must fill the vacancy in accordance with the other terms of this collective bargaining agreement.

In the event that a new classification is created in a building, the Employer shall negotiate with the Union a wage rate for that classification.

In case of layoffs due to reduction of force, departmental seniority shall be followed, except as provided in Article XVII paragraph 20 (c) below, with due consideration for the efficiency and special needs of the department.

In filling vacancies or newly created positions the wages shall be those prevailing and in force in the building for similar work, excluding extra pay attributable to years of service or special considerations beyond the requirements

of the job which the replacement is not qualified to meet.

In applying the foregoing paragraphs, the judgment of the Employer shall control, subject to grievance and arbitration.

There shall be a trial period for all newly hired employees for sixty (60) calendar days except as provided for Superintendents in Article XVI paragraph 6.

Anyone employed as an "extra" or a contingent with substantial regularity for a period of four (4) months or more, shall receive preference in steady employment, other considerations being equal.

The seniority date for all positions under the agreement shall be the date the employee commenced working in the building for the agent and/or owner regardless of whether there is a collective bargaining agreement and regardless of the type of work performed by the employee.

b. A New Hire employed in the "other" category shall be paid a starting rate of eighty percent (80%) of the minimum wage rate. A New Hire employed as a "superintendent" in a building with five (5) or fewer employees may be paid a starting rate of eighty percent (80%) of the applicable contract rate.

Upon completion of thirty (30) months of employment, the new hire shall be paid the full minimum wage rate.

This provision shall not apply to any experienced employee ("Experienced Employee") who was employed in the New York City Building Service Industry ("Industry") as of April 20, 1997. Experienced employee shall be defined as a person who has worked in the Industry for a period of at least thirty (30) days within the twenty-four (24) months immediately preceding hiring (excluding employment as a vacation relief).

No experienced employee may be terminated or denied employment for the purpose of discrimination on the basis of his/her compensation and/or benefits.

The Union may grieve such discrimination in accordance with the grievance and arbitration provisions of the Agreement (Article V and Article VI).

If the arbitrator determines an experienced employee has been terminated or denied employment because of such discrimination, the arbitrator shall:

(1) In case of termination—reinstate the experienced employee with full back pay and

all benefits retroactive to date of experienced employee's discharge.

(2) In case of failure to hire—If the arbitrator determines that an experienced employee was not given preference for employment absent good cause, he or she shall direct the Employer to hire the experienced employee with full back pay and benefits retroactive to date of denial of hire.

No contribution shall be made to the Building Service Pension Fund or to the Annuity Fund on behalf of a new hire, until the new hire has completed two (2) years of employment. Contributions shall be made for an experienced employee in accordance with the other provisions of this agreement.

19. Recall, Job Vacancies and Agency Fee.

(a) Any employee who has been employed for one (1) year or more in the same building, and who is laid off, shall have the right of recall, provided that the period of layoff of such employee does not exceed six (6) months. Recall shall be in the reverse order of laid off employee's departmental seniority. The Employer shall notify by certified mail, return receipt requested, the last qualified laid off employee at his last known address, of any job vacancy and a copy of this notice shall be sent to the Union. The employee shall then be given

seven (7) days from the date of mailing of the letter in which to express in person or by registered or certified mail his desire to accept the available job. In the event any employee does not accept recall, successive notice shall be sent to qualified employees until the list of qualified employees is exhausted. Upon re-employment, full seniority status, less period of layoff, shall be credited to the employee. Any employee who received termination pay and is subsequently rehired shall retain said termination pay and for purpose of future termination pay shall receive the difference between what he has received and what he is entitled to if subsequently terminated at a future date. Any vacation monies paid shall be credited to the Employer against the current vacation entitlement. Further, in the event an Employer or agent has a job vacancy in a building where there are no qualified employees on layoff status, the Employer or agent shall use its best efforts to fill the job vacancy from qualified employees of the Employer or agent who are on layoff status from other buildings.

(b) Upon the occurrence of any job vacancy not filled by current employees of the Employer, or employees recalled pursuant to other provisions of this Agreement, the Employer shall notify the Union and the New York State Employment Bureau (NYSEB) two (2) weeks prior to the existence of a vacancy.

Such notice shall be confirmed in writing. In the event the Employer does not have two (2) weeks notice, it shall notify the Union and the NYSEB upon notice of the vacancy. The NYSEB or the Union shall refer qualified applicants to such a vacancy within three (3) working days of the request, or shorter periods in the case of emergencies. If the NYSEB or the Union are unable to refer qualified applicants satisfactory to the Employer within three (3) working days, or such shorter period required by an emergency, the Employer shall be free to hire in the open market.

This procedure shall not be applicable if the Employer hires directly an employee experienced in the building service industry.

When the Employer has hiring procedures which substantially make available work to experienced employees in the building service industry, the parties shall waive this provision by mutual agreement. If the parties cannot agree, the matter shall be submitted to arbitration.

In the event the Union establishes a hiring hall during the life of this Agreement, appropriate substitute language shall be agreed upon.

No employee shall be employed through a fee charging agency unless the Employer pays the full fee.

20. *Termination Pay.*

(a) In case of termination of employment because of the employee's (excluding a working Superintendent) physical or mental inability to perform his duties, he shall receive, in addition to accrued vacation, termination pay according to service in the building or with the same owner, whichever is greater, as follows:

Employees with:	Pay:
5 but less than 10 years	1 week's wages
10 but less than 12 years	2 weeks' wages
12 but less than 15 years	3 weeks' wages
15 but less than 17 years	6 weeks' wages
17 but less than 20 years	7 weeks' wages
20 but less than 25 years	8 weeks' wages
25 or more	10 weeks' wages

An employee physically or mentally unable to perform his duties may resign and receive the above termination pay if he submits written certification from a physician of such inability at the time of termination. In such event, the Employer may require the employee (a) to submit to a medical examination at the Health

Center at no cost to the Employer to determine if in fact the employee is physically or mentally unable to perform his duties, which determination shall be final and binding, or (b) to submit at the Employer's expense to a medical examination by a physician designated by the Employer to determine if in fact the employee is physically or mentally unable to perform his duties. If the Employer's designated physician disagrees with the physician's certification submitted by the employee, the employee shall be examined by a physician designated by the Medical Director of the Building Service Health Fund to make a final and binding determination whether the employee is physically or mentally unable to perform his duties.

(b) In case of termination of employment for any reason other than just cause or in accordance with paragraph (a) above, the employee shall receive, in addition to his accrued vacation, termination pay according to years of service in the building or with the same owner, whichever is greater, as follows:

Employees with:	Pay:
0-5 years	1 week's wages
5 but less than 10 years	2 weeks' wages
10 but less than 12 years	4 weeks' wages
12 but less than 15 years	5 weeks' wages
15 but less than 17 years	7 weeks' wages

17 but less than 20 years8 weeks' wages
20 but less than 22 years.9 weeks' wages
22 but less than 25 years10 weeks' wages
25 or more11 weeks' wages

(c) The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority, and notice of such an intended layoff shall be posted in the building. If no senior employee wishes to exercise his rights under this provision, the least senior employees shall be terminated and shall receive applicable termination pay.

(d) "Week's pay" in the above paragraphs means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, he shall be entitled to termination pay for the period of his full-time employment, and if he accepts such part-time employment, he shall be considered a new employee for all purposes. Where an employee was placed on a part-time basis or suffered a pay reduction because of a change in his work category prior to May 21, 1967, and did not receive termination pay based upon his former pay, "week's pay" shall be determined by agreement, or through grievance and arbitration.

(e) Any employee accepting termination pay who is re-hired in the same building or with the same Employer shall be considered a new employee for all purposes except as provided in paragraph 19 of this Article (Recall).

For the purposes of this section, sale or transfer of a building shall not be considered a termination of employment so long as the employee or employees are hired by the purchaser or transferee, in which case they shall retain their building seniority for all purposes.

21. *Tools, Permits, Fines and Legal Assistance.*

All tools, of which the Superintendent shall keep an accurate inventory, shall be supplied by the Employer. The Employer shall continue to maintain and replace any special tools or tools damaged during ordinary performance of work but shall not be obligated to replace "regular" tools if lost or stolen.

The Employer shall bear the expense of securing or renewing permits, licenses or certificates for specific equipment located on the Employer's premises and will pay fines and employees' applicable wages for required time spent for the violation of any codes, ordinances, administrative regulations or statutes, except any resulting from the employees' gross negligence or willful disobedience.

The Employer shall supply legal assistance where required to employees who are served with summons regarding building violations.

22. Military Service.

All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

The Employers and the Union will cooperate in effort to achieve the objectives of this provision. They shall also consider the institution of plans to provide training of employees to improve their skills and to enter into employment in the industry.

23. No Discrimination.

There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, union membership, or any characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, the New York City Human Rights Code, or any other similar laws, rules or regulations. All such claims shall be subject to the grievance and arbitration procedure (Articles VII and VIII) as sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in

rendering decisions based upon claims of discrimination.

24. Employees' Rooms and Utilities.

Any employee occupying a room or apartment on the Employer's property may be charged a reasonable rental therefore. If such occupancy is a condition of his employment, the premises shall be adequate and properly maintained by the Employer in conformity with applicable law, no rent shall be charged and the Employer shall provide normal gas and electric service and pay business telephone bills.

The value of the apartment and services provided therewith such as gas, electric and business phone, shall not be treated as or included for any purpose in the wage, remuneration or other income of such employee to the extent permitted by law.

If the Employer terminates the services of an employee occupying a living space in the building the Employer shall give the employee thirty (30) days' written notice to vacate, except where there is a discharge for a serious breach of the employment contract.

25. Definitions.

A handyperson differs from an elevator operator, porter, hall person, etc., because by training and experience he possesses a certain

amount of mechanical or technical skill and devotes more than fifty (50) percent of his working time in a building to work involving such skills.

Others include elevator operators, guards, doormen, porters, porter/watchpersons, watchpersons, security porters, security employees, fire safety directors, exterminators and all other service employees employed in the building under the jurisdiction of the Union except Superintendents and handymen.

All reference to the male gender shall be deemed to include the female gender.

26. Required Training Programs.

The Employer shall compensate, at straight-time pay, any employee now employed in a building for any time required for the employee to attend any instruction or training program in connection with the securing of any license, permit or certificate required by the Employer for the performance of duties in the building. Time spent shall be considered as time worked for the purpose of computing overtime pay.

27. Garnishments.

No employee shall be discharged or laid off because of the service of an income execution, unless in accordance with applicable law.

28. Death in Family.

A regular, full or part-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of his parent, brother, sister, spouse or child, and shall be paid his regular, straight-time wages for any of such three days on which he was regularly scheduled to work, or entitled to holiday pay.

With respect to grandparents, the Employer shall grant a paid day off on the day of the funeral if such day is a regularly scheduled workday.

29. Union Visitation.

Any business agent or other duly authorized representative of the Union shall have access to the buildings or sites where union members are employed to determine whether the terms of this agreement are being complied with. Access shall be granted only if there is prior notice to the Employer and such access does not interfere with the work being performed at the building.

30. Jury Duty.

Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said jury with a maximum of two (2) weeks in each calendar year.

Pending receipt of the jury duty pay, the Employer shall pay the employee his regular pay on his scheduled pay day. As soon as the employee receives jury duty pay, he shall reimburse his Employer by signing the jury duty pay check over to the Employer.

Employees who serve on a jury shall not be required to work any shift during such day. If an employee is a weekend employee and assigned to jury duty, he shall not be required to work the weekend.

In order to receive jury duty pay, the employee must notify the Employer at least two (2) weeks before he is scheduled to serve.

If less notice is given by the employee, the notice provision regarding change in shift shall not apply.

31. *Identification.*

Employees may be required to carry with them and exhibit proof of employment on the premises. The RAB and the Union may appoint a committee within thirty (30) days of the signing of this agreement to establish a system for this purpose. If such system is not timely established, either party may submit the matter to arbitration.

32. *Service Center Visit.*

Every regular full-time employee who has been employed in the building for one (1) year

or more shall be entitled, upon one (1) week's notice to his Employer, to take one (1) day off in each calendar year at straight time pay to visit the office of any one of the benefit funds for the purpose of conducting business at the benefit office.

Such employee shall receive an additional one (1) day off with pay to visit the benefit fund office if the office requires such a visit.

In the event that an employee chooses to visit any one of the benefit fund offices after having used up his entitlement pursuant to the above two (2) paragraphs, he may use any of his sick days for that purpose.

33. *Death of Employee.*

If any employee dies after becoming entitled to but before receiving any wage or pay hereunder, it shall be paid to his estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to benefits under Article X, where the rules and regulations of the Health and Pension Funds shall govern.

34. *Government Decrees.*

If because of legislation, governmental decree or order, any increase or benefit herein provided is in any way blocked, frustrated, impeded or diminished, the Union may upon

ten (10) days' notice require negotiation between the parties to take such measures and make such revisions in the contract as may legally provide substitute benefits and improvements for the employees at no greater cost to the Employer. If they cannot agree, the dispute shall be submitted to the Arbitrator.

In the event that any provision of this contract requires approval of any government agency, the RAB shall cooperate with the Union with respect thereto.

35. *Common Disaster.*

There shall be no loss of pay as a result of any Act of God or common disaster causing the shut down of all or virtually all public transportation in the City of New York, making it impossible for employees to report for work, or where the Mayor of the City of New York or the Governor of the State of New York directs the citizens of the City not to report for work. The Employer shall not be liable for loss of pay of more than the first full day affected by such Act of God or common disaster. Employees necessary to maintain the safety or security of the building shall be paid only if they have no reasonable way to report to work and employees refusing the Employer's offer of alternate transportation shall not qualify for such pay. The term "public transportation" as used herein shall include subways and buses.

36. *Rent Collection.*

No employee as part of his usual and regular duties shall be required to retain cash rent for more than twenty-four (24) hours.

37. *Lie Detector.*

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

38. *Saving Clause.*

If any provision of this agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this agreement.

39. *Complete Agreement.*

This agreement constitutes the full understanding between the parties and, except as they may otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

40. *Transportation Costs.*

The RAB will encourage its members to adopt a qualified transportation fringe benefit program pursuant to which employees may pay for certain qualified transportation costs (e.g. transit passes, qualified parking) on a pre-tax basis, to the extent permitted by law. The RAB

will make information available to its members that is necessary to assist them in the adoption and implementation of the program.

41. The parties agree that all references in the Agreement to "telegram" shall be deleted and replaced with "facsimile *and also* by hand."

ARTICLE XVIII

Term of Agreement and Renewals

If legislation is enacted which eliminates or reduces present state law regarding Labor Pass Along, the RAB may, upon 90 days notice to the Union, cancel this agreement.

This agreement shall continue in full force and effect up to and including April 20, 2003.

Upon the expiration date of this agreement, the same shall continue in full force and effect for an extended period until a successor agreement has been executed. During the extended period, all terms and conditions shall be in effect and the parties shall negotiate for a successor agreement retroactive to the expiration date. All provisions and improvements in such successor agreement shall be retroactive unless such agreement shall otherwise provide.

In the event the parties are unable to agree upon the terms of a successor agreement, either

party upon ten (10) days' written notice to the other party may cancel this agreement. Such cancellation shall not apply to Article IX, Section 4 for a period of six (6) months after the expiration date of the contract.

Sixty (60) days before said expiration date, the parties shall enter into direct negotiations looking towards a renewal agreement.

If fifteen (15) days before this agreement expires, the parties shall not have been able to agree upon the terms of a new agreement, both parties will thereupon confer with the New York State Employment Relations Board for the purpose of conciliating their differences.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

REALTY ADVISORY BOARD ON LABOR
RELATIONS, INCORPORATED

James F. Berg
President

LOCAL 32B-32J, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

Michael P. Fishman
Trustee

**MINIMUM WAGE RATES FOR
APARTMENT BUILDINGS**
(Excluding Superintendents)

Effective
APRIL 21, 2000 to APRIL 20, 2001

(40-Hour Standard Work Week of Five 8-Hour Days)

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$17.0408	\$25.5612	\$681.63
Others	\$15.4658	\$23.1987	\$618.63
Class B			
Handyperson	\$16.983	\$25.4745	\$679.32
Others	\$15.408	\$23.112	\$616.32
Class C			
Handyperson	\$16.9253	\$25.3888	\$677.01
Others	\$15.3503	\$23.0255	\$614.01

**MINIMUM WAGE RATES FOR
APARTMENT BUILDINGS**
(Excluding Superintendents)

Effective
APRIL 21, 2001 to APRIL 20, 2002

(40-Hour Standard Work Week of Five 8-Hour Days)

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$17.6158	\$26.4237	\$704.63
Others	\$15.9908	\$23.9862	\$639.63
Class B			
Handyperson	\$17.558	\$26.337	\$702.32
Others	\$15.933	\$23.8995	\$637.32
Class C			
Handyperson	\$17.5003	\$26.2505	\$700.01
Others	\$15.8753	\$23.813	\$635.01

Case 1:07-cv-04060-DLC
**MINIMUM WAGE RATES FOR
APARTMENT BUILDINGS**
(Excluding Superintendents)

Document 11-4

Filed 07/10/2007

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Effective
APRIL 21, 2002 to APRIL 20, 2003

(40-Hour Standard Work Week of Five 8-Hour Days)

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
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Class A

Handyperson	\$18.1908	\$27.2862	\$727.63
Others	\$16.5158	\$24.7737	\$660.63

Class B

Handyperson	\$18.133	\$27.1995	\$725.32
Others	\$16.458	\$24.687	\$658.32

Class C

Handyperson	\$18.0753	\$27.113	\$723.01
Others	\$16.4003	\$24.6005	\$656.01